

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 4/26/2012

Action Requested By:
Finance

Agenda Item Type
Resolution

Subject Matter:

Advertising Contract

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an advertising contract with The Huntsville Times.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Routine Procurement Function

Associated Cost:

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head



Date:

4/18/12

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Finance

Council Meeting Date: 4/26/2012

Department Contact: Cecilia Summers

Phone # 427-5060

Contract or Agreement: Advertising Agreement

Document Name: 20120426hunt.times

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:


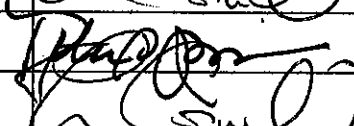
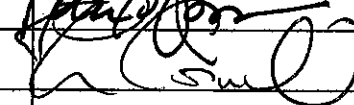
Account Number:

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
-----------------------	-----------------------

Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name:
-----------------------	-------------

Department	Signature	Date
1) Originating		4/18/12
2) Legal		4-18-12
3) Finance		4/18/12
4) Originating		
5) Copy Distribution		
a. Mayor's office (2 copies)		
b. Clerk-Treasurer (Original & 2 copies)		
c. Legal (1 copy)		

*OK subject to
4-18-12 inclusion of E-Verify
Certificate*

RESOLUTION NO.12-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, the Mayor be, and he is hereby authorized, to enter into an agreement with The Huntsville Times Inc., on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Contract Between the City of Huntsville and The Huntsville Times, Inc." consisting of ten (10) pages with the date of April 26, 2012 appearing on the margins of the first pages, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said documents being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 26th day of April, 2012.

President of the City Council of the City of
Huntsville, Alabama

APPROVED this the 26th day of April, 2012.

Mayor of the City of Huntsville, Alabama

Direct Contract

The Huntsville Times
P.O. BOX 1487 HUNTSVILLE, AL 35807
(256) 532-4000
Fax: (256) 532-2866

Advertising Contract

Sales Person: **Fred Clem**

Account Number **167, 72930, 68722, 2392, 1034438**

Agreement is hereby made effective this 1st day of April, 2012 between The Huntsville Times, hereinafter "Publisher", and the undersigned, hereinafter "Advertiser".

Advertiser agrees to purchase advertising in The Huntsville Times Newspapers from the Publisher in the amount and according to the terms as follows:

ROP, 378 column inches annually

for a period of X one year; ____ month(s); ____ consecutive issues; ____ consecutive weeks; ____ from the date of this agreement.

The rate for such advertising shall be that set forth in the rate card applicable at the time of the publication of the advertising. Volume discounts are net rates. No other discounts apply.

Payment for advertising shall be made on or before the 30th day of the month following that in which advertising is published. Publisher may at its option require cash with order or change the payment terms. Payments made after [due date] shall be subject to a late fee of .5% per month (6% per year).

Advertiser represents and warrants that Advertiser is authorized to publish the entire contents and subject matter of the advertisements, and that publication by Publisher will not violate the personal or proprietary rights of any third party of any law or regulation. Advertiser will indemnify and hold Publisher harmless from and against any loss, expense, or liability (including attorney's fees) resulting from claims or suits based upon such advertising, without limitation.

THE TERMS SET FORTH ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT. This agreement is not binding on the Publisher until accepted by the Advertising Director of The Huntsville Times.

Advertiser: **City of Huntsville, Alabama**
Address: **308 Fountain Circle**
Huntsville, Alabama 35801
Phone: **256-427-5000**

By: _____

Print Name: **Mayor Tommy Battle**

President of the City Council

Date: _____

Accepted for Publisher:

Chad Ludwig, Multi Media Advertising Manager

1. Unless inconsistent with the express terms of this agreement, all orders are subject to the terms of Publisher's applicable rate card. Advertiser acknowledges receipt of a copy of said rate card.

2. Failure by Publisher to enforce any provision of this agreement shall not be considered a waiver of such provision. For example, failure by Publisher to enforce a due date for any payment shall not operate to extend that due date for that payment or for any future payment.

3. The rates shown on the most recent effective rate card cancel and supersede all previous rates in all previous rate cards. Publisher reserves the right to revise advertising rates with 30 days notice.

4. The Publisher reserves the right to edit, revise, or refuse any advertising content for any reason.

5. The Publisher shall have the right to determine the classification of any advertising copy submitted hereunder.

6. Advertising must conform to local, state and federal laws. Any advertising tax imposed on the Publisher will be added to the rates shown herein. (Non-commissionable)

7. Incorrect rates on insertion orders which do not correspond to the rate card will be regarded as clerical errors and the advertisements will be published and charged for at the applicable rates in effect at time of publication.

8. The receipt of orders, written or verbal, shall be construed as acceptance of all conditions of the current rate card. Payment for advertising shall be made on or before the 30th day of the month following that in which advertising is published.

9. Rates apply to inches, space, dollars and/or other amounts used in The Huntsville Times within the contract year. In the absence of a contract, all advertising will be billed at open rate. Master contracts of multiple product Advertisers should include all product names in the contracts.

10. Advertising contracts received within thirty (30) days of the first insertion will qualify for contract rates. If, during the period covered by a contract, more space than specified is used, the Advertiser shall be entitled to the benefit of the rate applicable to the space actually used as shown on the rate card of the Publisher. In order to receive the rebate, the Advertiser's bill must be current as of the expiration of the contract year. If, during the period covered by the contract, the full amount of space contracted for is not used, or if this contract is terminated because of a breach thereof by the Advertiser, then the Advertiser shall be "short-rated" and shall pay for the space actually used at the rates set forth on the most recent effective rate card of the Publisher.

11. Space contracted for will not be sublet to others or used for purposes other than herein named.

12. Advertiser may receive credit for full price preprint advertising only toward his annual ROP contract as follows: Total net annual preprint billing will be divided by the average of the daily and Sunday contract rates with exact inches earned credited to the Advertiser's contract. Rebates or short-rates will be the difference between contract rate and earned contract rate for ROP advertising only.

13. Please read your advertisement the first day it appears. Report any errors immediately. Publisher will not be responsible for errors except to the extent of the cost of the first insertion -- and then only to the extent of a make-good publication for that portion of the advertisement rendered valueless by such error. Such allowance or adjustment shall not be made if the error is immaterial or was the fault of the Advertiser. The Publisher will make the final judgment.

14. Publisher will not be responsible for errors when correct copy of advertisement is not supplied by Advertiser or Agency. No allowance will be made for omissions or errors of key numbers not in original printed material.

15. Proofs are submitted at Advertiser's request for the purpose of Advertiser's scrutiny and approval or correction. Advertiser assumes responsibility for correcting any and all errors that appear on a proof, whether or not such errors were on the original copy, and no adjustment will be made for errors appearing in any published ad that were not corrected on a proof by the Advertiser. Advertising placed on a no-proof basis is done at the Advertiser's risk.

16. The sole liability and obligation of the Publisher for any failure to publish any advertisement shall be to refund any amounts paid to the Publisher for such advertisement. The liability and obligation of the Publisher for any other breach of these terms and conditions or act of omission of the Publisher with respect to any advertisement including, without limitation, any mistake or error in a published advertisement or any late or untimely publication of an advertisement, shall not exceed the cost of such advertisement under the provisions hereof. In no event shall the Publisher be liable to the Advertiser or to any other parties for any further damages of any kind arising from any breach of these terms and conditions or act of omission of the Publisher with respect to an advertisement including, but not limited to, direct, indirect, special or consequential damages.

17. Specifications on orders insisting on specific pages or sections or "omit" are not acceptable. Demands for exclusivity, or request for notification of any competitive advertising, will be considered as request only. Failure of the newspaper to comply with any such request cannot be considered as reason for non-payment of any ordered advertising. Due to ever increasing use of coupons, the backing of coupons can occur. We will make every effort to avoid this and will not be held responsible or liable for any such occurrences.

18. All political ads are cash in advance (volume discounts apply). Ads for candidates for any public office must include the name and address for the individual placing and/or paying for the ads.

19. Publisher reserves the right, at its absolute discretion and at any time, to reject any advertising copy, whether or not the same has already been acknowledged and/or previously published. The rejection of copy by the Publisher, for any reason whatsoever, shall not be considered a breach of this agreement, but shall require Advertiser to supply new copy acceptable to the Publisher. Advertisements that simulate editorial content must be clearly labeled "ADVERTISEMENT" and Publisher may, in its sole discretion, so label such copy.

20. Every effort will be made to return artwork and layout furnished by Advertiser, on their request, but the Publisher cannot be held responsible in case of loss or damage.

21. Composition and alteration charge: A charge of \$5.00 per column inch will be made for ads set up and not inserted.

22. Advertiser recognizes that the copyright in any advertisements created by Publisher is owned by Publisher. As to all other advertisements, Advertiser agrees that Publisher has the non-exclusive right, for the full term of copyright, by itself or through third parties, to republish and reuse any advertisements submitted hereunder in any form in which the advertisements may be published or used (in any media now in existence or hereafter developed) in whole or in any part, whether or not combined with material of others.

23. The foregoing terms shall govern the relationship between the Publisher and Advertiser. Publisher has not made any representations to Advertiser that are not contained herein. Unless expressly agreed to in writing signed by Publisher, no other terms and conditions in insertion orders, copy instructions, letters, or otherwise will be binding on Publisher.

The Huntsville Times

2317 South Memorial Parkway
Huntsville, AL 35801

April 25, 2012

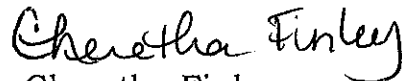
City of Huntsville
Attn: Elizabeth Whitt
P.O. Box 308
Huntsville, AL 35804

Re: The Huntsville Times (Contractor Affidavit)

Dear Ms. Whitt:

This is in response to your recent letter requesting that The Huntsville Times Co., Inc. provide bidder information along with an affidavit and supporting documentation pursuant to the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Attached is our completed bidder information, contractor affidavit and documentation establishing that The Huntsville Times Co., Inc. is enrolled in the e-verify program. The Huntsville Times Co., Inc. simply provides an advertising forum for the City of Huntsville. Please let us know if you need anything further.

Very truly yours,



Cheretha Finley
HR/Payroll Coordinator

Attachments

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): The Huntsville Times Co., Inc.
- City of Huntsville current taxpayer identification number (if available):

(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I.D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: <u>EIN 22-3496814 (Alabama)</u>
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

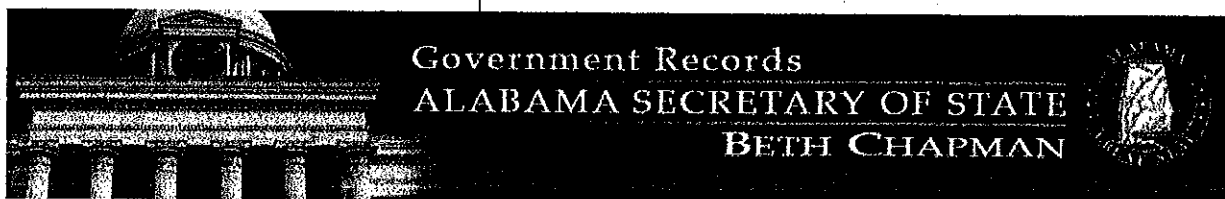
C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: Cheretha Finley Title (if applicable): HR Coordinator

Type or legibly write name: Cheretha Finley Date: 4-25-2012



Home Government Records Business Entities Search Details

Business Entity Details

The Huntsville Times Co., Inc.	
Entity ID Number	184 - 307
Entity Type	Domestic Corporation
Principal Address	MONTGOMERY, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Montgomery County
Formation Date	12-26-1996
Registered Agent Name	CSC LAWYERS INCORPORATING SVC INC
Registered Office Street Address	150 S PERRY ST MONTGOMERY, AL 36104
Registered Office Mailing Address	Not Provided
Nature of Business	ANY LAWFUL ACTIVITY
Capital Authorized	200 NPV
Capital Paid In	---
Incorporators	
Incorporator Name	HOLLEMAN, CRAIG D
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.ador.alabama.gov . The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011
Transactions.	
Transaction Date	2-25-1997
Articles Of Corrections	CORRECTED TIME TO TIMES IN CO NAME
Transaction Date	6-29-2006
Registered Agent Changed From	GILL, RICHARD H 444 SOUTH PERRY STREET MONTGOMERY, AL 36101
Transaction Date	11-13-2009
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DR STE 204 MONTGOMERY, AL 36109
Scanned Documents	
Click here to purchase copies.	
Document Date / Type / Pages	12-26-1996 Articles of Formation 4 pgs.
Document Date / Type / Pages	2-25-1997 Articles of Correction 2 pgs.
Document Date / Type / Pages	6-29-2006 Registered Agent Change 1 pg.
Document Date / Type / Pages	11-13-2009 Registered Agent Change 1 pg.

[Browse Results](#)
[New Search](#)

P.O. Box 5816
Montgomery, AL 36103-5816

Alabama Directory | Media | Online Services | Alabama.gov
Statements/Policies | Alerts | Survey/Comments | Feeds | Contact Us

Phone: (334) 242-7200
Fax: (334) 242-4893

BIDDER INFORMATION & ACKNOWLEDGEMENTS

BIDDER INFORMATION FORM

Bidder may print this form, complete and turn in with your bid response.

Business Organization

Name of Bidder (exactly as it would appear on an agreement):

The Huntsville Times Co., Inc.

Doing-Business-As Name of Bidder:

Principal Office Address:

2317 South Memorial Parkway
Huntsville, AL 35801

Telephone Number:

(256) 532-4000

Fax Number:

(256) 532-4213

Form of Business Entity [check one ("X")]

Corporation

X

Partnership

Individual

Joint Venture

Other (describe):

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

12/26/1996

Location of incorporation:

Alabama

The corporation is held:

Publicly _____ Privately X

Names and titles of corporate officers:

Bicky Mathews, President

Kevin Wendt, Secretary-Treasurer

Tom Summer, Chief Financial Officer

Partnership Statement

If a partnership, answer the following:

Date of organization: _____

Location of organization: _____

The partnership is:

General ____ Limited ____

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____

Location of organization: _____

JV Agreement recorded?

Yes ____ No ____

Name, address of each Joint Venturer and percent of ownership of each:

**CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR
BUSINESS ASSOCIATE**

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code of Ala. 1975 §36-25-11

City Employee (X the correct answer)?

Yes

No

If Yes Department

Member of Household City Employee?

Yes

No

If Yes, Name & Department

Anyone associated with your

Company a City Employee?

Yes

NO

If Yes, Name(s) & Departments

CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30*" (also known as and hereinafter referred to as "the Alabama Immigration Act") is applicable to contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the City of Huntsville as part of its bid or proposal for the contract along with a copy of the Memorandum of Understanding as documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit forms for the contractor and for subcontractors are included and Forms A-1 and A-2.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are required of every subcontractor in accordance with §31-13-9(c) and shall maintain records that are available upon request by the City, state authorities or law enforcement to verify compliance with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13-9 (f) (1) & (2).

E-VERIFY AFFIDAVIT

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND
CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER/CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of ALABAMA)
County of Madison

Before me, a notary public, personally appeared Cheretha Finley (print name)
who, being duly sworn, says as follows:

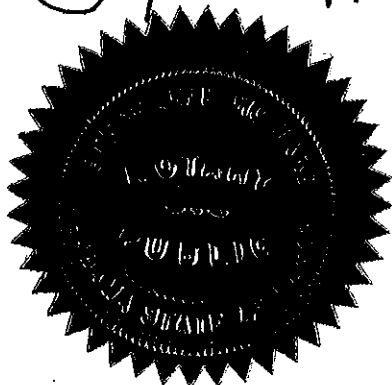
As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as HR/Payroll Coordinator (your position) for The Huntsville Times, Inc. (state business entity/employer/contractor name), that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program and attached to this Affidavit is our E-Verify Memorandum of Understanding confirming such program enrollment.

Cheretha Finley Signature of Affiant

Sworn to and subscribed before me this 25th day of April, 2012.
I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Stephanie Howard Signature and Seal of Notary Public



ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

Cheretha Finley
Signature of Bidder

Cheretha Finley
Print or Type Name of Bidder

4/25/2012
Date

The Huntsville Times Co., Inc.
Legal Name of Firm

2317 S. Memorial Parkway
Mailing Address

Huntsville AL 35801
City State Zip Code
256-532-4000 256-532-4213
Phone Fax

Cheretha.finley@htimes.com
Email Address

www.huntsvilletimes.com
Website Address

Terms _____